

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Scott E. Streit <div style="text-align: right;">Debtor</div> <hr/> PENNYMAC LOAN SERVICES, LLC <div style="text-align: right;">Movant</div> v. Scott E. Streit and Charles O. Zebley, Esquire <div style="text-align: right;">Respondents</div>	16-24576 TPA  Chapter 7 Proceeding
---	--

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY  
OF SECURED CREDITOR**

AND NOW, comes secured Creditor, PENNYMAC LOAN SERVICES, LLC (Movant) by and through its counsel, POWERS KIRN & ASSOCIATES, LLC, (Jill Manuel-Coughlin of the firm), and files this Motion to obtain an order for Relief from the Automatic Stay due to lack of equity in debtor's property and debtor's failure to provide Movant with adequate protection of its interest in the property which is the basis of the creditor's security.

1. On or about December 8, 2016, Debtor filed a Chapter 7 Bankruptcy Petition.
2. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$177,550.00 (the "Note"). A copy of the Note is attached hereto as **EXHIBIT A**. Movant is an entity entitled to enforce the Note.
3. On 04/06/2012, the debtor executed a Mortgage to Movant and/or Movant's assignor (recorded 04/17/2012 at ) and secured by the property located at 102 Ethan Hill Drive, Harrisville, PA 16038, referred to as the "Property" (**EXHIBIT B**). All rights and remedies under the Mortgage have been assigned to the Movant pursuant to an assignment of mortgage (**EXHIBIT C**).
4. Per Debtor's Schedule A, the approximate value of the property is \$164,000.00. (**EXHIBIT D**)
  - a. Debtor has claimed \$10,000.00 as *exempt* in the property per Schedule C.
5. As of 1/18/2017, the total owing to Movant is **\$171,951.24**.
6. Debtors are currently in arrears for the April 2016 through October 2016 contractual mortgage payments in the amount of \$1,152.36; and the November 2016 through January 2017 payments at \$1,142.97 per month; with late charges totaling \$263.12.
7. The total amount of contractual arrearage as of 1/18/2017 is **\$11,758.55**.
8. There is no or inconsequential equity in the property.
9. Pursuant to 11 U.S.C.A. section 362(d)(1) and (2), PENNYMAC LOAN SERVICES, LLC is not adequately protected and will suffer irreparable injury, harm and damage if relief from the stay is not granted.

WHEREFORE, Movant respectfully requests the Honorable Court ORDER:

That Relief from the Automatic Stay be granted to PENNYMAC LOAN SERVICES, LLC to proceed with foreclosure action to obtain all other Relief available under Non-Bankruptcy law. Movant respectfully requests that reasonable attorneys fees and costs associated with this Motion be awarded to Movant.

RESPECTFULLY SUBMITTED,  
POWERS KIRN & ASSOCIATES, LLC

By: **Jill Manuel-Coughlin, Esquire**

Jill Manuel-Coughlin, Esquire

ID# 63252

Eight Neshaminy Interplex, Suite 215

Trevose, PA 19053

Telephone: 215-942-2090

E-mail: Jill@pkallc.com

Attorney for Movant

Dated: January 27, 2017